

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

In re: Fight Pass Auto-Renewal Litigation

Case No. 2:23-cv-00802-CDS-DJA

THIS DOCUMENT RELATES TO ALL  
ACTIONSMember Case Nos.:  
2:23-cv-01211-CDS-EJY  
2:23-cv-01259-CDS-EJY**Final Approval Order and Judgment**

On January 21, 2025, this court granted preliminary approval of the proposed class action settlement agreement between the parties (the “Settlement Agreement” or “Settlement”). ECF No. 103. The court also provisionally certified a Settlement Class for settlement purposes, approved the procedure for giving notice and forms of Notice, and set a final approval hearing to take place on June 10, 2025. The Settlement Class is defined as: All natural persons with a current or former paid Fight Pass subscription (i.e. Active or Inactive Subscribers) within the Class Period in the following states: California, the District of Columbia, Florida, Hawaii, Illinois, New York, North Carolina, North Dakota, Oregon, Virginia, and Vermont (“Settlement Class”). No other persons shall be within the Settlement Class definition. Excluded from the Settlement Class are: (1) all attorneys and employees of the Settlement Class Counsel; (2) any judicial officer to whom the action is assigned; and (3) persons who validly opt out of the Class Action Settlement by following the procedures set forth in the Agreement.

On June 10, 2025, the court held a noticed final approval hearing to consider: (1) whether the terms and conditions of the Settlement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the complaint on the merits and with prejudice in favor of defendants and against all persons or entities who are Settlement Class members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to

1 award attorneys' fees, costs, and expenses to Class Counsel and whether and in what amount to  
2 make an incentive award to plaintiffs.

3 The court, having considered all matters submitted to it at the hearing and otherwise,  
4 and the Class Notice was presented as approved and ordered by the court to persons who  
5 purchased the Fight Pass Subscriptions at issue, and having considered and determined that the  
6 proposed settlement of the claims of the Settlement Class Members against defendants, the lack  
7 of objection to the proposed settlement, the release of defendants and the Released Parties, and  
8 the awards of attorneys' fees, costs, and expenses and incentive award requested, and finding the  
9 Settlement is fair, reasonable, and adequate, **HEREBY ORDERS, ADJUDGES, AND DECREES**  
10 as follows:

11 1. The definitions in the Settlement Agreement and the court's Preliminary  
12 Approval Order (ECF No. 103) are hereby incorporated herein as though fully set forth herein,  
13 and all other terms and phrases in this Order shall have the same meaning as ascribed to them in  
14 the Settlement Agreement and in the court's Preliminary Approval Order, and/or in any Order of  
15 this court prior to the entry of final Judgment.

16 2. The court finds that the prerequisites for a settlement class under Federal Rules  
17 of Civil Procedure 23(a) and (b)(3) have been satisfied, for purposes of settlement only, in that:  
18 (a) the number of Settlement Class Members is so numerous that joinder of all members thereof  
19 is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the  
20 claims of the Class Representatives are typical of the claims of the Settlement Class they seek to  
21 represent; (d) the Class Representatives have and will fairly and adequately represent the  
22 interests of the Settlement Class; (e) the questions of law and fact common to the Settlement  
23 Class Members predominate over any questions affecting any individual Settlement Class  
24 Member; and (f) a class action is superior to the other available methods for the fair and efficient  
25 adjudication of the controversy.

1           3.       The court finds that the requirements of Rule 23(e) of the Federal Rule of Civil  
2 Procedure and other laws and rules applicable to final settlement approval of class actions have  
3 been satisfied, and the court approves the settlement of this action as memorialized in the  
4 Settlement Agreement as being fair, just, reasonable, and adequate to the Settlement Class and  
5 its members. The court further finds that the Settlement Agreement substantially fulfills the  
6 purposes and objectives of the class action and provides substantial relief to the Settlement  
7 Class without the risks, burdens, costs, or delays associated with continued litigation, trial,  
8 and/or appeal. The Settlement is not a finding or admission of liability by the defendants or any  
9 other person, nor a finding of the validity of any claims asserted in the Action or of any  
10 wrongdoing or any violation of law.

11           4.       Pursuant to Fed. R. Civ. P. 23, this court hereby finally certifies this action, for  
12 purposes of settlement, a class action on behalf of: “All natural persons with a current or former  
13 paid Fight Pass subscription (i.e. Active or Inactive Subscribers) within the Class Period in the  
14 following states: California, the District of Columbia, Florida, Hawaii, Illinois, New York, North  
15 Carolina, North Dakota, Oregon, Virginia, and Vermont.” (“Settlement Class”). No other persons  
16 shall be within the Settlement Class definition. Excluded from the Settlement Class are: (1) all  
17 attorneys and employees of the Settlement Class Counsel; (2) any judicial officer to whom the  
18 action is assigned; and (3) persons who validly opt out of the Class Action Settlement by  
19 following the procedures set forth in the Agreement.

20           5.       Hart L. Robinovitch of Zimmerman Reed LLP, Timothy Fisher of Bursor &  
21 Fisher, P.A., and Chad Saunders of Crosner Legal, P.C. are appointed as Class Counsel. Plaintiffs  
22 Moises Resa, Frank Garza, Tanner Pendergraft, Isaiah Sanchez, and Saul Garcia shall serve as  
23 Class Representatives.

24           6.       Notice of the pendency of this action as a class action and of the proposed  
25 settlement was given to Settlement Class Members in a manner reasonably calculated to provide  
26 the best notice practicable under the circumstances. The form and method of notifying the

1 Settlement Class of the pendency of the action as a class action and of the terms and conditions  
2 of the proposed Settlement met the requirements of Fed. R. Civ. P. 23, due process, and any  
3 other applicable law, and constituted due and sufficient notice to all persons and entities  
4 entitled thereto. In addition, the court finds that defendants fully satisfied any obligation to  
5 provide Notice of the proposed Settlement Agreement to the public officials designated under  
6 the Class Action Fairness Act, 28 U.S.C. § 1715, to receive such notice, as set forth in defendants'  
7 Notice of Compliance with 28 U.S.C. § 1715.

8         7.       The court has considered and finds Class Counsel and the Class Representatives  
9 have adequately represented the Class. Plaintiffs, by and through their counsel, have  
10 investigated the pertinent facts and law, and have evaluated the risks associated with continued  
11 litigation, class certification, trial, and/or appeal. The court finds that the Settlement Agreement  
12 was reached in the absence of collusion, is the product of informed, good-faith, arms-length  
13 negotiations between the parties and their capable and experienced counsel.

14         8.       The court finds that the Settlement is effective in appropriately distributing relief  
15 to the Settlement Class in light of the claims and defenses asserted, that the method of  
16 processing Settlement Class Member claims is reasonable and appropriate, and that the  
17 Settlement Agreement treats all Settlement Class Members equitably relative to each other.

18         9.       The court has evaluated this overall reaction of the Class to the Settlement and  
19 finds that the overall acceptance of the Settlement Agreement by Settlement Class Members  
20 supports the court's conclusion that the Settlement Agreement is in all respects fair, reasonable,  
21 adequate, and in the best interests of the Class.

22         10.      The Parties are directed to consummate the Settlement Agreement in accordance  
23 with its terms and conditions. The parties are authorized to disburse funds from the Gross  
24 Settlement Amount in accordance with the terms and conditions of the Settlement Agreement.

1           11. Defendants shall implement (if they have not done so already) the changes to the  
2 Fight Pass Subscriptions described in Paragraph 4.5 of the Settlement Agreement within a  
3 reasonably practicable time from the date of this order.

4           12. Angeion Group (“Angeion”) is finally appointed to continue to serve as the  
5 Claims Administrator as provided in the Settlement Agreement. The Claims Administrator is  
6 directed to process all Authorized Claims in accordance with the Settlement Agreement. Class  
7 Counsel and Counsel for defendants are hereby authorized to employ all reasonable procedures  
8 in connection with administration of the Settlement Agreement that are not materially  
9 inconsistent with this Order or the Settlement Agreement.

10           13. The court authorizes the payment of the Claims Administrator’s fees from the  
11 Gross Settlement Fund pursuant to Paragraphs 4.1 and 5 of the Settlement Agreement.

12           14. There shall be no recourse to any defendants, Releasee, Released Party or their  
13 counsel, or to the Class Representatives or Class Counsel, or to the Claims Administrator or to  
14 this court, for any determination made by the Claims Administrator pursuant to its  
15 responsibilities under the Settlement Agreement. In addition, notwithstanding anything else in  
16 this order, if the Claims Administrator or any Party has reason to believe that a false or  
17 fraudulent Claim has been submitted in this Settlement, or that any Claim has been submitted  
18 under false pretenses, the Claims Administrator may reject the Claim.

19           15. The allowance or disallowance by the court of any Fee Award or Incentive Award  
20 have been considered by the court separately from the court’s consideration of the fairness,  
21 reasonableness, and adequacy of the Settlement. Any order or proceeding related to the  
22 application for an award of fees, costs and expenses, or any appeal from any Fee Award or  
23 Incentive Award or other order relating thereto, shall not operate to terminate or cancel the  
24 Settlement Agreement, nor affect or delay the finality of this Final Order and Judgment.

1           16. Pursuant to Fed. R. Civ. P. 23(h), the court hereby awards Class Counsel total  
2 attorneys' fees, in the amount of \$400,000.00, said amount to be deducted from the Gross  
3 Settlement Fund pursuant to Paragraph 4.1 of the Settlement Agreement and Release and paid  
4 as follows: \$133,333.34 to Zimmerman Reed LLP; \$133,333.33 to Bursor & Fisher, P.A.; and  
5 \$133,333.33 to Crosner Legal, P.C.

6           17. In addition, the court hereby separately awards Class Counsel total costs and  
7 expenses pursuant to Paragraph 4.1 of the Settlement Agreement and Release in the amount of  
8 \$23,902.79. This amount shall be deducted from the Gross Settlement Fund pursuant to  
9 Paragraph 4.1 of the Settlement Agreement and Release and paid to each respective Class  
10 Counsel in amounts set forth in their declarations.

11           18. The court also orders payment of service award(s) in the amount(s) of \$2,500.00  
12 to plaintiff Moises Reza, \$2,500.00 to plaintiff Frank Garza, \$2,500.00 to plaintiff Tanner  
13 Pendergraft, \$2,500.00 to plaintiff Isaiah Sanchez, and \$2,500.00 to plaintiff Saul Garcia. These  
14 amounts are to be paid in the time and manner described in the Settlement Agreement.

15           19. All residual funds remaining in the Gross Settlement Fund after disbursements  
16 shall be paid by the Claims Administrator in equal shares to the two *cypres* recipients, Public  
17 Citizen and Public Justice pursuant to Paragraph 4.7 of the Settlement Agreement.

18           20. The action is hereby dismissed with prejudice and without costs as against  
19 defendants and the Released Parties.

20           21. Class Representatives and all Settlement Class Members (except any such person  
21 who has filed a proper and timely request for exclusion) and all persons acting on behalf of or in  
22 concert with any of the above, are hereby permanently barred and enjoined from instituting,  
23 commencing, or prosecuting, either directly or in any other capacity, any and all of the Released  
24 Claims against any of the Released Parties. The court finds that issuance of the permanent  
25 injunction described in this paragraph is necessary and appropriate in aid of the court's  
26 jurisdiction over this Action and to protect and effectuate this order.

1           22.     Effective as of the Final Settlement Approval Date, the Settlement Class  
2 Representatives and each Settlement Class Member, and their respective heirs, assigns,  
3 successors, agents, attorneys, executors, and representatives, shall be deemed to have and by  
4 operation of this Agreement and the Final Approval Order and Judgment shall have, fully, finally,  
5 irrevocably, and forever, released defendants, and their past or present direct and indirect  
6 parents, affiliates and subsidiaries (whether or not wholly owned) and their respective present  
7 and former directors, officers, employees, agents, members, attorneys, representatives, affiliates,  
8 parents, subsidiaries (whether or not wholly owned), joint ventures, divisions, predecessors,  
9 successors, and assigns and each of them (collectively, the "Released Parties") from any and all  
10 liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive  
11 or of any other type), penalties, costs, attorneys' fees, losses, or demands, whether known or  
12 unknown, in law or equity, existing or suspected or unsuspected, that were or reasonably could  
13 have been asserted in the Action, or that in any way arise out of or in any way relate to the facts,  
14 practices and allegations in this Action or the amended consolidated complaint set forth in  
15 Section 2.1, including any marketing or advertising related to the same (collectively, the  
16 "Released Claims"). Nothing herein shall be construed as a waiver or release by defendants of  
17 claims against any third parties.

18           23.     By operation of this Agreement and the entry of the Final Approval Order and  
19 Judgment, and with regard to the Released Claims only, the Settlement Class Representatives  
20 and each Settlement Class Member, and their respective heirs, assigns, successors, agents,  
21 attorneys, executors, and representatives, agree to and do waive, in connection with the  
22 Released Claims only, any and all provisions, rights and benefits, which they now have or in the  
23 future may be conferred to them by section 1542 of the California Civil Code or any comparable  
24 statutory or common law provision of any other jurisdiction.

1           24.     Except for proceedings to enforce the terms of this Settlement Agreement, upon  
2 entry of the Final Approval Order and Judgment, the Settlement Class Representatives and each  
3 Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order  
4 and Judgment, shall have agreed not to file, maintain, cause, or knowingly permit the filing or  
5 maintenance of any lawsuit, administrative action, or other proceeding in any state, federal, or  
6 foreign court, or before any local, state, federal, or administrative agency, or any other tribunal,  
7 that arises from or relates to any of the Released Claims.

8           25.     Neither the Settlement Agreement, nor any of its terms and provisions, nor any of  
9 the negotiations or proceedings connected with it, nor any of the documents or statements  
10 referred to therein shall be:

11           a.     offered by any person or received against defendants as evidence or construed as  
12 or deemed to be evidence of any presumption, concession, or admission by defendants of the  
13 truth of the facts alleged by the Class Representatives or any Settlement Class Member or the  
14 validity of any claim that has been or could have been asserted in the Action or in any litigation,  
15 or other judicial or administrative proceeding, or the deficiency of any defense that has been or  
16 could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or  
17 wrongdoing of Defendants;

18           b.     offered by any person or received against defendants as evidence of a  
19 presumption, concession, or admission of any fault, misrepresentation, or omission with respect  
20 to any statement or written document approved or made by defendants or any other  
21 wrongdoing by defendants;

22           c.     offered by any person or received against defendants as evidence of a  
23 presumption, concession, or admission with respect to any liability, negligence, fault, or  
24 wrongdoing, or in any way referred to for any other reason against any of the settling parties, in  
25 any civil, criminal, or administrative action or proceeding; provided, however, that nothing  
26 contained in this paragraph shall prevent the Settlement Agreement from being used, offered, or



1 received in evidence in any proceeding to approve, enforce, or otherwise effectuate the  
2 Settlement or the Settlement Approval Order and Final Judgment, or in which the  
3 reasonableness, fairness, or good faith of the parties in participating in the Settlement (or any  
4 agreement or order relating thereto) is an issue, or to enforce or effectuate provisions of the  
5 Settlement, the Settlement Approval Order and Final Judgment, the releases as to the Released  
6 Parties.

7       26. Claims documents in this case, and all materials and data held by the Claims  
8 Administrator regarding the Settlement Class, including the Class List, shall be strictly  
9 confidential and not subject to publication or disclosure, and shall not be used for any other  
10 purposes beyond providing notice to the Settlement Class and assisting with the determination  
11 of valid claims. No person other than the Parties and their counsel, the Claims Administrator,  
12 and the court shall be permitted to obtain or review any Claim Form, or any decision of the  
13 Claims Administrator with respect to accepting or rejecting any Claim, except as provided for  
14 herein or upon court Order for good cause shown.

15       27. This Settlement Approval Order and Final Judgment constitutes a judgment  
16 within the meaning and for purposes of Rule 54 of the Federal Rules of Civil Procedure.  
17 Without affecting the finality of the Settlement Approval Order and Final Judgment in any way,  
18 this court hereby retains continuing jurisdiction over: (a) the disposition of the settlement  
19 benefits and (b) the settling parties for purposes of construing, enforcing, and administering the  
20 Settlement Agreement.

21       28. Without further order of the court, the settling parties may agree to reasonably  
22 necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

23       The Clerk of Court is kindly instructed to close this case.

24       Dated: June 12, 2025

25  
26         
Cristina D. Silva  
United States District Judge